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3	COUNSEL/PARTIES OF RECORD	
4	AUG 27 2014	
5	CLERK US DISTRICT COURT	
6	DISTRICT OF NEVADA	
7	BY: _____	DEPUTY

7 **UNITED STATES DISTRICT COURT**  
 8 **DISTRICT OF NEVADA**

9  
 10 RAYMOND GARDELLA and NORMA )  
 11 K. GARDELLA, individually, and as )  
 12 husband and wife, )  
 13 v. )  
 14 WELL'S FARGO BANK, NATIONAL )  
 15 ASSOCIATION, a Delaware Corporation, )  
 16 individually and doing business as )  
 17 WELL'S FARGO & COMPANY, )  
 18 Defendant. )

Case No.: 3:14-cv-00243-MMD-VPC

**STIPULATED PROTECTIVE ORDER**

19 In order to protect the confidentiality of confidential information obtained by  
 20 the parties in connection with this case, the parties hereby agree as follows:

21 1. Any party or non-party may designate as "confidential" (by stamping the  
 22 relevant page or other otherwise set forth herein) any document or response to discovery  
 23 which that party or non-party considers in good faith to contain information involving trade  
 24 secrets, or confidential business or financial information, subject to protection under the  
 25 Federal Rules of Civil Procedure or Nevada law ("Confidential Information"). Where a  
 26 document or response consists of more than one page, the first page and each page on  
 27 which confidential information appears shall be so designated.

1                   2. A party or non-party may designate information disclosed during a  
2 deposition or in response to written discovery as "confidential" by so indicating in said  
3 response or on the record at the deposition and requesting the preparation of a separate  
4 transcript of such material. Additionally, a party or non-party may designate in writing,  
5 within 20 days after receipt of said responses or of the deposition transcript for which the  
6 designation is proposed, that specific pages of the transcript and/or specific responses be  
7 treated as "confidential" information. Any other party may object to such proposal, in  
8 writing or on the record. Upon such objection, the parties shall follow the procedures  
9 described in paragraph 8 below. After any designation made according to the procedure set  
10 forth in this paragraph, the designated documents or information shall be treated according  
11 to the designation until the matter is resolved according to the procedures described in  
12 paragraph 8 below, and counsel for all parties shall be responsible for marking all  
13 previously unmarked copies of the designated material in their possession or control with  
14 the specified designation.

15                   3. All information produced or exchanged in the course of this case (other than  
16 information that is publicly available) shall be used by the party or parties to whom the  
17 information is produced solely for the purpose of this case.

18                   4. Except with the prior written consent of other parties, or upon prior order  
19 of this Court obtained upon notice to opposing counsel, Confidential Information shall not  
20 be disclosed to any person other than:

21                   (a) counsel for the respective parties to this litigation, including in-  
22 house counsel and co-counsel retained for this litigation;

23                   (b) employees of such counsel;

24                   (c) individual defendants, class representatives, any officer or employee  
25 of a party, to the extent deemed necessary by counsel for the prosecution or defense of this  
26 litigation;

27                   ///

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1 (d) consultants or expert witnesses retained for the prosecution or  
2 defense of this litigation, provided that each such person shall execute a copy of the  
3 Certification annexed to this Order as EXHIBIT 1 (which shall be retained by counsel to the  
4 party so disclosing the Confidential Information and made available for inspection by  
5 opposing counsel during the pendency or after the termination of the action only upon good  
6 cause shows and upon order of the Court) before being shown or given any Confidential  
7 Information and provided that if the party chooses a consultant or expert employed by  
8 WELLS FARGO or one of its competitors (as listed on Appendix A), the party shall notify  
9 the opposing party, or designating nonparty, before disclosing any Confidential Information  
10 to that individual and shall give the opposing party an opportunity to move for a protective  
11 order preventing or limiting such disclosure;

12 (e) any authors or recipients of the Confidential Information;

13 (f) the Court, Court personnel, and court reporters; and

14 (g) witnesses (other than persons described in paragraph 4(e)). A  
15 witness shall sign the Certification before being shown a confidential document.  
16 Confidential Information may be disclosed to a witness who will not sign the Certification  
17 only in a deposition at which the party who designated the Confidential Information is  
18 represented or has been given notice that Confidential Information shall be designated  
19 "Confidential" pursuant to paragraph 2 above. Witnesses shown Confidential Information  
20 shall not be allowed to retain copies.

21 5. Any person receiving Confidential Information shall not reveal or discuss  
22 such information to or with any person who is not entitled to receive such information,  
23 except as set forth herein.

24           6. Unless otherwise permitted by statute, rule, or prior court order, papers filed  
25 with the court under seal shall be accompanied by a contemporaneous motion for leave to  
26 file those documents under seal, and shall be filed consistent with the court's electronic  
27 filing procedures in accordance with Local Rule 10-5(b). Notwithstanding any agreement

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1 among the parties, the party seeking to file a paper under seal bears the burden of  
2 overcoming the presumption in favor of public access to papers filed in court. *Kamakana*  
3 *v. City and County of Honolulu*, 447 F.2d 1172 (9<sup>th</sup> Cir. 2006).

4 7. A party may designate as "Confidential" documents or discovery materials  
5 produced by a non-party by providing written notice to all parties of the relevant document  
6 numbers or other identification within 30 days after receiving such documents or discovery  
7 materials. Any party or non-party may voluntarily disclose to others without restriction any  
8 information designated by that party or non-party as confidential, although a document  
9 may lose its confidential status if it is made public.

10 8. If a party contends that any material is not entitled to confidential treatment,  
11 such party may at any time give written notice to the party or non-party who designated the  
12 material. The party or non-party who designated the material shall have 25 days from the  
13 receipt of such written notice to apply to the Court for an order designating the material as  
14 confidential. The party or non-party seeking the order has the burden of establishing that  
15 the document is entitled to protection.

16 9. Notwithstanding any challenge to the designation of material as Confidential  
17 Information, all documents shall be treated as such and shall be subject to the provisions  
18 hereof unless and until one of the following occurs:

19 (a) the party or non-party claims that the material as Confidential  
20 Information withdraws such designation in writing; or

21 (b) the party or non-party who claims that the material is Confidential  
22 Information fails to apply to the Court for an order designating the material confidential  
23 within the time period specified above after receipt of a written challenge to such  
24 designation; or

25 (c) the Court rules the material is not confidential.

26 10. All provisions of this Order restricting the communication or use of  
27 Confidential Information shall continue to be binding after the conclusion of this action,

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1 unless otherwise agreed or ordered. Upon conclusion of the litigation, a party in the  
2 possession of Confidential Information, other than that which is contained in pleadings,  
3 correspondence, an deposition transcripts, shall either (a) return such documents no later  
4 than 30 days after conclusion of this action to counsel for the party or non-party who  
5 provided such information, or (b) destroy such documents within the time period upon  
6 consent of the party who provided the information and certify in writing within 30 days that  
7 the documents have been destroyed.

8                   11. The terms of this Order do not preclude, limit, restrict, or otherwise apply  
9 to the use of documents at trial.

10           12. Nothing herein shall be deemed to waive any applicable privilege or work  
11 product protection, or to affect the ability of a party to seek relief for an inadvertent  
12 disclosure of material protected by privilege or work product protection.

13           13. Any witness or other person, firm or entity from which discovery is sought  
14 may be informed of and may obtain the protection of this Order by written advice to the  
15 parties' respective counsel or by oral advice at the time of any deposition or similar  
16 proceeding.

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LEWIS ROCA ROTHGERBER LLP

25 DATED: 8-20-14

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1 EXHIBIT INDEX  
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3 EXHIBIT NO.	4 DESCRIPTION	5 PAGES
1	Certification	1

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# EXHIBIT 1

**EXHIBIT 1**

## **CERTIFICATION**

2 I hereby certify my understanding that Confidential Information is being  
3 provided to me pursuant to the terms and restrictions of the Protective Order dated \_\_\_\_\_.  
4 \_\_\_\_\_, in \_\_\_\_\_, Civil No. \_\_\_\_\_. I  
5 have been given a copy of that Order and read it. I agree to be bound by the Order. I will  
6 not reveal the Confidential Information to anyone, except as allowed by the Order. I will  
7 maintain all such Confidential Information - including copies, notes, or other transcriptions  
8 made therefrom - in a secure manner to prevent unauthorized access to it. No later than  
9 30 days after the conclusion of this action, I will return the Confidential Information -  
10 including copies, notes or other transcriptions made therefrom - to the counsel who  
11 provided me with the Confidential Information. I hereby consent to the jurisdiction of the  
12 United States District Court for the purpose of enforcing the Protective Order.

16 | DATED: \_\_\_\_\_

**EXHIBIT 1**